



**SUBJECT: L STREET RECONSTRUCTION AND DRAINAGE IMPROVEMENTS –
ADDITIONAL ENGINEERING FOR WATER UTILITY IMPROVEMENTS**

COMMISSION ACTION REQUESTED ON: February 7, 2018

PURPOSE:

Approval of a contract amendment for engineering services and an Intergovernmental Agreement (IGA) with the Brunswick-Glynn Joint Water and Sewer Commission (BGJWSC) for the L Street Reconstruction and Drainage Improvements project to improve the water distribution system on L Street between Martin Luther King, Jr. Boulevard and Stacy Street

HISTORY:

L Street is a very heavily travelled east-west corridor through the City of Brunswick. Due to its alignment with the Torras Causeway, L Street is a major traffic route between Newcastle Street (US Hwy 341) and St. Simons Island. The L Street corridor between Martin Luther King, Jr. Boulevard and Putnam Street includes a mixture of commercial, industrial, and residential property along the right-of-way.

The Board of Commissioners approved a contract with EMC Engineering Services in October 2017 for engineering services for roadway and storm drainage improvements along L Street. The potable water distribution system within the project area is also old, in poor condition, and in need of replacement and upgrade. City Engineering staff and BGJWSC staff have held several discussions and determined that it is best to make improvements to the water system at the same time as the roadway and drainage improvements are ongoing.

FACTS AND ISSUES:

The water distribution system along L Street consists of 4-inch, 6-inch, and 8-inch distribution mains between MLK Boulevard and Stacy Street serving all of the fire hydrants and many individual water services along the L Street Corridor. These mains are old, and in constant danger of leaks and other maintenance issues. BGJWSC is interested in replacing these smaller mains with a new 12-inch distribution main which will serve the hydrants and all existing services and other connections along L Street. The new, improved distribution system will provide better water flow for fire protection and drinking water in this area of the city. The new water line will also reduce the risk of leaks and the need to excavate the newly constructed roadway for repairs.

The design of the water system improvements will be completed by EMC concurrent with the roadway and drainage improvements. Construction plans and documents will be prepared which will include all information necessary for the construction of the roadway, storm drainage, and water system improvements.

EMC has provided a contract amendment proposal in the amount of \$40,700.00 for their engineering and design services related to the water utility improvements. A copy of that proposal is attached. Also attached is an IGA document under which the BGJWSC agrees to take responsibility for the services outlined in the contract amendment. If the IGA is approved by both the City Commission and BGJWSC, all costs associated with the amendment will be the responsibility of BGJWSC. The City will have no additional costs related to the additional utility improvements.

BUDGET INFORMATION:

The cost associated with the proposed contract amendment will be sole responsibility of BGJWSC. No additional costs will be passed on to the City related to this contract amendment.

OPTIONS:

1. Authorize the Mayor to sign an Intergovernmental Agreement with BGJWSC for a contract amendment with EMC Engineering Services, Inc. in the amount of \$40,700 for water utility engineering services for the L Street Reconstruction and Drainage Improvements project. Also authorize the Mayor to sign the contract amendment with EMC Engineering Services for \$40,700
 2. Do not authorize the Mayor to sign an Intergovernmental Agreement with BGJWSC for a contract amendment with EMC Engineering Services, Inc. in the amount of \$40,700 for water utility engineering services for the L Street Reconstruction and Drainage Improvements project. Also do not authorize the Mayor to sign the contract amendment with EMC Engineering Services for \$40,700
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign an Intergovernmental Agreement with BGJWSC for a contract amendment with EMC Engineering Services, Inc. in the amount of \$40,700 for water utility engineering services for the L Street Reconstruction and Drainage Improvements project. Also authorize the Mayor to sign the contract amendment with EMC Engineering Services for \$40,700

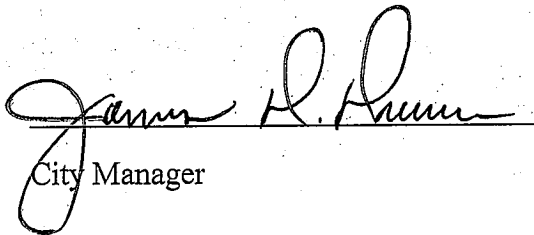
DEPARTMENT: Engineering

Prepared by: Garrow Alberson, P.E., City Engineer

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign an Intergovernmental Agreement with BGJWSC for a contract amendment with EMC Engineering Services, Inc. in the amount of \$40,700 for water utility engineering services for the L Street Reconstruction and Drainage Improvements project. Also authorize the Mayor to sign the contract amendment with EMC Engineering Services for \$40,700


City Manager

1-30-2018

Date

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF BRUNSWICK, GEORGIA
AND
BRUNSWICK-GLYNN JOINT WATER AND SEWER COMMISSION**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement"), is made and entered into as of the ____ day of _____, 2018, by and between the **CITY OF BRUNSWICK, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter the "City") and **THE BRUNSWICK-GLYNN JOINT WATER AND SEWER COMMISSION**, a body corporate and politic, acting by and through its duly elected Board of Commissioners (hereinafter the "JWSC").

WITNESSETH:

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the JWSC is a body corporate and politic created by the General Assembly of the State of Georgia pursuant to an act approved April 19, 2006, (Ga. L. 2006, p. 3661), as amended by: (i) an act of the General Assembly of the State of Georgia approved April 11, 2012 (Ga. L. 2012, p. 5287); and (ii) an act of the General Assembly of the State of Georgia approved March 31, 2016 (Ga. L. 2016, page 3523) (hereinafter collectively referred to as the "Act"), for

the purpose of, inter alia, operating the combined water and sewer systems (“Unified System”) of the City and County; and

WHEREAS, the City and JWSC are desirous to enter into this Agreement to complete the work set forth below; and

WHEREAS, L Street is located within the City limits between Martin Luther King, Jr. Boulevard and Stacy Street, and is a main thoroughfare for east-west traffic through the City, a map identifying the L Street project area is attached hereto as Exhibit “A”; and

WHEREAS, potable water service to the residences and businesses along L Street is provided by JWSC;

WHEREAS, L Street is in disrepair and in need of resurfacing as well as drainage improvements to alleviate flooding problems; and

WHEREAS, the City entered a contract with EMC Engineering Services, Inc. (hereinafter the “EMC”) to provide survey and design services for the L Street roadway and storm drainage improvements; and

WHEREAS, the water supply pipes providing potable water service under L Street are aged and in danger of failure and in need of replacement; and

WHEREAS, in order to complete all necessary repairs to L Street, including the water lines, storm drainage, and resurface the roadways, the City and JWSC desire to contract for the design and engineering of all necessary water and sanitary sewer utility improvements through an amendment to the City’s Agreement with EMC, an explanation of the specific work to be completed, titled the L Street Project (the “Project”), is attached hereto as Exhibit “B”; and

WHEREAS, it has been determined through discussion between JWSC staff and City staff that EMC will provide an additional services amendment in the amount of \$40,700 for the

cost of the water and sanitary sewer utility improvements, and the cost of these additional services shall be the responsibility of JWSC.

WHEREAS, the City and JWSC have determined that it is to the mutual advantage and benefit of each of the Parties to share the prorated costs of the engineering services;

WHEREAS, it is the desire of the signatories hereto to enter into this cost-sharing Agreement for engineering services pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

Section 1. Purpose

This Agreement outlines a cost-sharing arrangement between the parties for the purpose of the completion of the services by EMC for the Project.

Section 2. Term

The term of this Agreement shall be from the date last signed by the parties until 60 days following the final review and acceptance of EMC's completed services by the City and JWSC.

Section 3. Responsibilities

The City agrees to amend their agreement with EMC to include the water and sewer utility design services and shall be responsible for managing the contract with EMC and monitoring and directing the performance of EMC's work under such contract. The parties understand and agree that of the Parties to this Agreement, only the City shall enter into a contract with EMC Engineering to complete the services. City and JWSC shall be responsible for ensuring that EMC performs and completes the services related to

each Parties respective portion of the Project in conformance and consistent with the standards generally recognized as being employed by professionals in the same discipline.

Each Party shall be responsible for contributing the amount of money specified in Section 4, Cost Sharing. Each party shall also be responsible for coordinating information requests from the other party to this agreement in a timely manner. JWSC shall receive duplicate original copies of any and all reports, studies, drawings, plans, data, designs, specifications, calculations, findings, and other documents and materials furnished to City by EMC pertaining to the services (hereinafter referred to "Instruments of Service"). City shall ensure that EMC furnishes JWSC with duplicate original copies of all such Instruments of Service at the same time that they are submitted to City and that the City and JWSC are the owners of the Instruments of Service, which City and JWSC can use and/or reproduce in any manner that they deem appropriate consistent with such ownership. Completion and acceptance of the services and Instruments of Service performed by EMC are subject to the final acceptance and approval of both City and JWSC.

Section 4. Cost Sharing

The total cost for EMC to amend the agreement and perform the services is \$40,700. The Parties hereby agree that JWSC will pay all costs associated with the additional services (utility design) of the agreement, and the City will pay all costs of the original engineering services agreement (\$94,710). A copy of EMC's service amendment is attached hereto as Exhibit "C." Should EMC's total costs for the original

services agreement or the service amendment be less for whatever reason, City and JWSC's contributions under this Agreement shall be reduced accordingly.

EMC shall invoice the costs directly to the City. Upon receiving an invoice from EMC, the City shall forward the invoice to the JWSC for the payment of the JWSC's portion of the invoice, along with certification by the City Manager that the invoice is accurate and correct and that the services for which payment is being requested in the invoice were rendered by EMC during that billing cycle. JWSC shall be responsible for paying the utility design portion of each invoice from EMC, and the City shall be responsible for paying the remainder of each invoice. The JWSC shall remit its portion of the invoice payment directly to City within ten (10) business days of receipt of a properly certified invoice from City. The City shall pay the full amount of the invoice to EMC once the JWSC's payment has been received and processed. The JWSC shall not unreasonably withhold or delay payment of its portion of the invoice.

Unless otherwise approved and agreed to in writing by both the City and JWSC through an amendment to this Agreement, the total of all costs and expenses for the service agreement, whether due and payable to EMC or to another party or individual, shall not to exceed the \$40,700 referenced above in this Paragraph 4. However, in the event that both the City and JWSC mutually agree in writing to increase the costs of the services beyond the \$40,700 referenced above, the JWSC will bear the excess costs in the same manner and under the same agreement as set forth herein.

The cost sharing percentages between the City and JWSC referenced above have been incorporated into this Agreement as a means of allocating EMC's costs for the services between City and JWSC, and are not intended, nor shall they be construed, as an

indication or agreement amongst the parties hereto that the physical location of any future work on the L Street Reconstruction, and/or the costs thereof, will be based or established on any similar percentage or cost sharing formula.

Section 5. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

If to City of Brunswick, Georgia:

City of Brunswick, Georgia
Attn: City Manager
City Hall
601 Gloucester Street
Brunswick, Georgia 31320

If to Joint Water & Sewer

Commission:

Brunswick-Glynn Joint Water &
Sewer Commission
Attn: JWSC Executive Director
1703 Gloucester Street
Brunswick, Georgia 31520

Section 6. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the JWSC and the City with respect to the subject matter hereof. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof.

Section 7. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the JWSC and the City.

Section 8. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 9. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 10. Compliance with Law

The JWSC and the City shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

Section 11. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 12. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13. Mediation

The JWSC and the City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually

select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, Brunswick-Glynn Joint Water and Sewer Commission, and the City of Brunswick, Georgia, have caused this Agreement to be executed in their respective names and their respective official seals to be hereunto affixed and attested by their duly authorized officials, all as of the date first above written.

CITY OF BRUNSWICK, GEORGIA:

(SEAL)

By: _____
Cornell L. Harvey, Mayor
City of Brunswick

Attest: _____
Naomi Atkinson, City Clerk

BRUNSWICK-GLYNN JOINT WATER & SEWER COMMISSION:

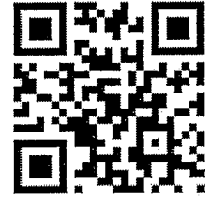
(SEAL)

By: _____
Jimmy Junkin, Executive Director
Brunswick-Glynn Joint Water & Sewer Commission

Attest: _____
Janice Meridith, Executive Commission Admin.



P.O. Box 1256
Brunswick, GA 31521
Phone: (912) 265-7636
Fax: (912) 233-4580
www.emc-eng.com



January 29, 2018

Mayor Cornell Harvey
CITY OF BRUNSWICK
601 Gloucester Street
Brunswick, Georgia 31520

**RE: LETTER AGREEMENT FOR PROFESSIONAL PHASE SERVICES FOR
L STREET RECONSTRUCTION PROJECT
BRUNSWICK, GEORGIA**

Dear Mayor Harvey:

EMC Engineering Services, Inc. (EMC) appreciates the opportunity to present this *Proposal/Agreement* for providing additional professional services in connection with the referenced *Project*. The additional services consists of providing construction plans for construction of approximately 4,800 linear feet of new 12" watermain along L Street between Stacy Street and Boulevard to replace the existing waterline as requested by the BGJWSC.

Our *Basic Services* will include engineering and construction phase services as further described below.

1. CONCEPTUAL WATERLINE ROUTE PLAN:

- Preparation of a conceptual route plan for the proposed 12" water main location. The conceptual plan will show the horizontal location of the water main. Possible conflicts/concerns with other existing utilities will be keyed on the plan. The concept route plan will be provided to the City of Brunswick and BGJWSC for review and comment. A work session meeting will be held with the City of Brunswick Engineer and the BGJWSC Engineer to review, discuss and finalize the proposed route.

2. ENGINEERING WATER MAIN:

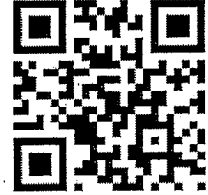
- Preparation of drawings necessary for construction to include a plan and profile that indicates the pipe route, size, material, valve and appurtenance locations in relation to adjacent existing property lines, Right of Ways, structures and utilities.
 - ◆ *Details of roadway crossings*
 - ◆ *Details of known utility conflicts*
 - ◆ *Details of system connections*
 - ◆ *Typical BGJWSC Standard details*
- Preparation of Engineers Opinion of Probable Cost for the water line construction.
- Meetings, routine negotiations, attendance at anticipated hearings and public meetings, preparation of anticipated filings required in the course of normal permit approvals.

3. CONSTRUCTION PHASE SERVICES:

- **Bidding Assistance;** Provide assistance with preparation of contract documents and project specifications. Prepare responses to RFI's during bid process.



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- **Conferences and Meetings;** Attend meetings with Contractor, such as pre-construction conference, progress meetings, job conferences and other project-related meetings
- **NPDES Monitoring & Reporting;** EMC will provide daily inspections of the construction exit, daily recording of rainfall, and weekly inspections of the project BMP's. Noted deficiencies will be reported to the City of Brunswick Engineering Department. Monthly summary reports will be prepared and submitted to the EPD Coastal District Office and the City of Brunswick. NTU readings and sample reports will be provided for up to 2 events.
- **Periodic Construction Observation;** Periodic visits to the site to observe the Contractor's work for general compliance with the Contract documents (*inspections shall be performed an average of once per week, one hour on-site, during the construction contract term*)

Payment for our *Basic Services* will be a lump sum fee of **\$40,700**. The budget shown below for *Construction phase services* is based on a 10 month construction schedule.

COST ESTIMATE BREAKDOWN FOR EACH PHASE OF WORK:

➤ <i>Conceptual Plan -Water Main</i>	\$ 4,500.00
➤ <i>Engineering – Water Main</i>	\$24,700.00
➤ <i>EPD Permitting assistance with BGJWSC</i>	\$ 1,500.00
➤ <i>Construction phase services</i>	\$10,000.00

We will also furnish such *additional services* as you may request. *Additional services* will be documented by EMC and authorized by the *Client*. *Additional services* will be charged on an hourly rate basis in accordance with the *Hourly Rate Schedule* that is current at the time the work is performed.

ADDITIONAL SERVICES WILL INCLUDE THE FOLLOWING:

- *Utility Relocating / Replacements*
- *Drainage Basin Studies beyond what is called for in basic services*
- *Surveying services outside of this scope of work*
- *Environmental Site Assessments*
- *Wetlands delineation, mitigation, and permitting*
- *Offsite construction (utility line extensions, pump stations, roadway extensions, etc.)*
- *Construction phase services beyond what is called for in basic services*

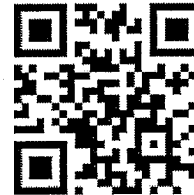
Reimbursable expenses incurred in connection with all *basic* and *additional services* will be charged on the basis of the actual cost plus 10%. We will bill you monthly for services and *reimbursable expenses*.

REIMBURSABLE EXPENSES WILL INCLUDE THE FOLLOWING:

- *Underground Utility Locator*
- *Wetlands Scientist*
- *Application fees*
- *Advertisement fees*
- *Regulatory fees*
- *Record drawings reproduction costs*
- *Equipment rental*



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The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the *Project*.

We are prepared to begin our services promptly after receipt of your acceptance of this *Proposal/Agreement*. To our best knowledge and belief and based upon actual experience, you may anticipate the following schedule. *We in no way warrant or guarantee regulatory time frames.*

This *Proposal* and the attached *General Provisions* represent the entire understanding between you and us in respect of the *Project* and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of our agreement, we would appreciate your signing this letter in the space provided below and returning it to us, keeping a copy for your files.

Sincerely,
EMC ENGINEERING SERVICES, INC.

By: Kenneth B Goodbread II
Kenneth B. Goodbread II
Brunswick Branch Manager

ACCEPTED this ____ day of _____, 2018

MAYOR AND COMMISSIONERS, CITY OF BRUNSWICK

By: _____
Mayor Cornell Harvey
City of Brunswick

Attachments:
General Provisions